

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS **OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER
D-8-D9-35-DE-L20 000

PAGE 1 OF 83

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

TIRNO-08-R-00011

6. SOLICITATION ISSUE

DATE
05/05/2008
**7. FOR SOLICITATION
INFORMATION CALL:**

a. NAME

MCPHERSON, SHARON J.

b. TELEPHONE NUMBER (*No collect
calls*)
202-283-13158. OFFER DUE DATE/
LOCAL TIME
06/12/2008 03:30 PM

9. ISSUED BY

CODE

IRS0088

Internal Revenue Service
6009 Oxon Hill Road, Suite 500
Oxon Hill, MD 20745

10. THIS ACQUISITION IS

☐ UNRESTRICTED OR☒ SET ASIDE:

% FOR

☐ SMALL BUSINESS☐ EMERGING SMALL
BUSINESS☐ HUBZONE SMALL
BUSINESS☐ SERVICE-DISABLED
VETERAN-OWNED
SMALL BUSINESS☒ 8(A)

NAICS:561720

SIZE STANDARD :\$12M

11. DELIVERY FOR FOB DESTINATION
UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS



SEE SCHEDULE

☐ 13a. THIS CONTRACT IS A
RATED ORDER UNDER DPAS
(15 CFR700)13b. RATING
N/A

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

20224001

Internal Revenue Service
1111 Constitution Avenue NW
Washington, DC 20224
(202) 622-6014

16. ADMINISTERED BY

CODE

IRS0088

Internal Revenue Service
6009 Oxon Hill Road, Suite 500
Oxon Hill, MD 20745
Sharon J. McPherson17a. CONTRACTOR/
OFFEROR

CODE

00055905

FACILITY

CODE

TO ALL OFFERORS

18a. PAYMENT WILL BE MADE BY

CODE

INVB030

IRS Beckley Finance Center
P.O. Box 9002
Tel: (304) 254-3300
Beckley, WV 25802

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide all labor, supervision, materials and supplies and equipment necessary to perform custodial and related services in accordance with the Performance Work Statement. All work shall be performed at the "Historical" Internal Revenue Service's Main Headquarters Building at 1111 Constitution Avenue, NW. Washington, DC.				
	- SEE ADDENDUM-				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (<i>For Govt. Use Only</i>)	

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDAX ☒ ARE ☐ ARE NOT ATTACHED.☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDAX ☐ ARE ☐ ARE NOT ATTACHED.☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.☐ 29. AWARD OF CONTRACT: REF. _____ OFFER
DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5).
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*)

Sharon J. McPherson

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUED) - SEE ADDENDUM-				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER <input type="checkbox"/>		39.S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42.a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		
			42b. RECEIVED AT (<i>Location</i>)		
			42.c DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

CONTINUATION OF SF 1449**Block 16-ADMINISTERED BY**

The Contracting Officer (CO), Sharon J. McPherson has the overall responsibility for the administration of this contract. The CO alone, without delegation is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; issue task orders against the contract; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to the Contracting Officer's Technical Representative (COTR).

(End of Text)

Block 18b-INVOICES

- a) The original invoice shall be submitted to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the Contractor, copies of the invoice, clearly marked as information copies, shall be submitted to the COTR and the Contract Administrator concurrently.

Internal Revenue Service
P.O. Box 9002
Beckley, WV 25802
Tel: (304) 256-6000

- b) To constitute a proper invoice, the invoice must include those items cited in FAR 52.232-25, Prompt Payment, Paragraphs (a)(3)(i) through (a)(3)(viii).
- c) Invoices must reference the contract number.

[End of Text]

Block 19 CONTRACT LINE ITEMS

This is a firm fixed price contract. CLINS for this solicitation are as follows:

Base Year CLINS 0001 through 0005
 Option Year I CLINS 1001 through 1005
 Option Year II CLINS 2001 through 2005
 Option Year III CLINS 3001-through 3005
 Option Year IV CLINS 4001 through 4005

Block 20 SCHEDULE OF SERVICES AND SUPPLIES

BASE YEAR - OCTOBER 1, 2008 THRU SEPTEMBER 30, 2009

		QTY	UNIT PRICE	TOTAL
0001	Basic Services: The Contractor shall provide custodial and related services as described in the Performance Work Statement. This line item includes pricing for all work to be performed <u>except</u> for the work to be performed under the line items for "ADDITIONAL SERVICES, TRASH AND DEBRIS PICKUP".	12 MO	\$_____	\$_____
0002	Additional Services: The Contractor shall provide short term, non-recurring services as described in Section C.7.6 of the Performance Work Statement.	NTE 300 HR	\$_____	\$_____
0003	Trash Pickup Reimbursement In accordance with Section C.4.4.3 of the Performance Work Statement.	NTE 753 TN	\$_____	\$_____
0004	Debris Pickup Reimbursement In accordance with Section C.4.4.3 of the Performance Work Statement.	NTE 2080 CY	\$_____	\$_____
0005	Award Fee	4 QT	<u>\$12,500</u> <u>\$50,000</u>	
TOTAL OF LINE ITEMS 0001 - 0005				\$_____

OPTION YEAR I - OCTOBER 1, 2009 THRU SEPTEMBER 30, 2010

		<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1001	Basic Services: The Contractor shall provide custodial and related services as described in the Performance Work Statement This line item includes pricing for all work to be performed <u>except</u> for the work to be performed under the line items for "ADDITIONAL SERVICES, TRASH AND DEBRIS PICKUP".	12 MO	\$_____	\$_____
1002	Additional Services: The Contractor shall provide short term, non-recurring services as described in Section C.7.6 of	NTE 300 HR	\$_____	\$_____
1003	Trash Pickup Reimbursement In accordance with Section C.4.4.3 of the Performance Work Statement.	NTE 753 TN	\$_____	\$_____
1004	Debris Pickup Reimbursement In accordance with Section ` C.4.4.3 of the Performance Work Statement	NTE 2080 CY	\$_____	\$_____
1005	Award Fee	4 QT	\$ <u>12,500</u> \$ <u>50,000</u>	
TOTAL OF LINE ITEMS 1001 -1005				\$_____

OPTION YEAR II - OCTOBER 1, 2010 THRU SEPTEMBER 30, 2011

		<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
2001	Basic Services: The Contractor shall provide custodial and related services as described in the Performance Work Statement. This line item includes pricing for all work to be performed <u>except</u> for the work to be performed under the line items for "ADDITIONAL SERVICES, TRASH AND DEBRIS PICKUP".	12 MO	\$_____	\$_____
2002	Additional Services: The Contractor shall provide short term, non-recurring services as described in Section C.7.6 of the Performance Work Statement.	NTE 300 HR	\$_____	\$_____
2003	Trash Pickup Reimbursement In accordance with Section C.4.4.3 of the Performance Work Statement.	NTE 753 TN	\$_____	\$_____
2004	Debris Pickup Reimbursement In accordance with Section C.4.4.3 of the Performance Work Statement.	NTE 2080 CY	\$_____	\$_____
2005	Award Fee	4 QT	<u>\$12,500</u> <u>\$50,000</u>	
TOTAL OF LINE ITEMS 2001 - 2005				\$_____

OPTION YEAR III - OCTOBER 1, 2011 THRU SEPTEMBER 30, 2012

		QTY	<u>UNIT PRICE</u>	<u>TOTAL</u>
3001	Basic Services: The Contractor shall provide custodial and related services as described in the Performance Work Statement. This line item includes pricing for all work to be performed <u>except</u> for the work to be performed under the line items for "ADDITIONAL SERVICES, TRASH AND DEBRIS PICKUP".	12 MO	\$_____	\$_____
3002	Additional Services: The Contractor shall provide short term, non-recurring services as described in Section C.7.6 of the Performance Work Statement.	NTE 300 HR	\$_____	\$_____
3003	Trash Pickup Reimbursement In accordance with Section C.4.4.3 of the Performance Work Statement.	NTE 753 TN	\$_____	\$_____
3004	Debris Pickup Reimbursement In accordance with Section ` C.4.4.3 of the Performance Work Statement.	NTE 2080 CY	\$_____	\$_____
3005	Award Fee	4 QT	<u>\$12,500</u> <u>\$50,000</u>	
TOTAL OF LINE ITEMS 3001- 3005				\$_____

OPTION YEAR IV - OCTOBER 1, 2012 THRU SEPTEMBER 30, 2013

		QTY	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL</u>
4001	Basic Services: The Contractor shall provide custodial and related services as described in the Performance Work Statement. This line item includes pricing for all work to be performed <u>except</u> for the work to be performed under the line items for "ADDITIONAL SERVICES, TRASH AND DEBRIS PICKUP".	12 MO	\$_____	\$_____
4002	Additional Services: The Contractor shall provide short term, non-recurring services as described in Section C.7.6 of the Performance Work Statement.	NTE 300 HR	\$_____	\$_____
4003	Trash Pickup Reimbursement In accordance with Section C.4.4.3 of the Performance Work Statement.	NTE 753 TN	\$_____	\$_____
4004	Debris Pickup Reimbursement In accordance with Section ` C.4.4.3 of the Performance Work Statement.	NTE 2080 CY	\$_____	\$_____
4005	Award Fee	4 QT	<u>\$12,500</u> <u>\$50,000</u>	
TOTAL OF LINE ITEMS 4001 - 4005				\$_____
GRAND TOTAL LINE ITEMS 0001 - 4005				\$_____

52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (FEB 2007)

This clause is incorporated by reference. Full text may be accessed electronically at <http://www.arnet.gov/far>

ADDENDUM TO 52.212-4

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.219-11	SPECIAL 8(a) CONTRACT CONDITIONS--)	(FEB 1990)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE CONTRACTS	(DEC 2007)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	(JAN 1997)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(AUG 2003)
52-223-10	WASTE REDUCTION PROGRAM	(AUG 2000)
52.232-1	PAYMENTS	(APR 1984)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)

52.204-7 Central Contractor Registration (July 2006)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation

and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within .60 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed .60 Months.

(End of clause)

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the

SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the . *insert name of contracting agency*].

(End of clause)

52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The _____ [*insert name of SBA's contractor*] will notify the _____ [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

1052.219-72 Section 8(a) Direct Awards (MAR 2002)

(a) This purchase order or contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of the Treasury. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by the contracting officer at the time of award]

(b) The contracting officer is responsible for administering the purchase order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase order or contract. However, the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The contracting officer shall also coordinate with SBA prior to processing any novation agreement. The contracting officer may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the contracting officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and,

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007)

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___(4) [Reserved]

X___(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___(ii) Alternate I (Oct 1995) of 52.219-6.

___(iii) Alternate II (Mar 2004) of 52.219-6.

___6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___(ii) Alternate I (Oct 1995) of 52.219-7.

___(iii) Alternate II (Mar 2004) of 52.219-7.

X___(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___(8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007)(15 U.S.C. 637 (d)(4)).

___ii) Alternate I (Oct 2001) of 52.219-9.

___(iii) Alternate II (Oct 2001) of 52.219-9.

X___(9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___(10) 52.219-16, Liquidated Damages_Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I (June 2003) of 52.219-23.

___(12) 52.219-25, Small Disadvantaged Business Participation Program_Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(13) 52.219-26, Small Disadvantaged Business Participation Program_Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___(15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2))

X___(16) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

X___(17) 52.222-19, Child Labor_Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

X___(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X___(19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X___(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

X___(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X___(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

___(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___(ii) Alternate I (AUG 2007) of 52.222-50.

X___(25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X___(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___(ii) Alternate I (Dec 2007) of 52.223-16.

___(28) 52.225-1, Buy American Act_Supplies (June 2003) (41 U.S.C. 10a-10d).

___(29)(i) 52.225-3, Buy American Act_Free Trade Agreements_Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___(ii) Alternate I (Jan 2004) of 52.225-3.

___(iii) Alternate II (Jan 2004) of 52.225-3.

___(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___(37) 52.232-34, Payment by Electronic Funds Transfer_Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___(ii) Alternate I (Apr 2003) of 52.247-64.

c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act_Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment_Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services_Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____(7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

____(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

X (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

X (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

___ (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

___ (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

___ (viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Full text may be accessed electronically at <http://www.arnet.gov/far>

(End of provision)

52.223-1 Biobased Product Certification (DEC 2007)

ATTACHMENTS TO SOLICITATION:

Attachment 1	Performance Work Statement	13 Pages
Attachment 2	Quality Assurance Plan	2 Pages
Attachment 3	Building Information	1 Page
Attachment 4	Recommended Equipment List	1 Page
Attachment 5	Periodic and Daily/Weekly Cleaning Task Charts	2 Pages
Attachment 6	Restroom Service Log	1 Page
Attachment 7	Collective Bargaining Agreement	16 Pages
Attachment 8	Award Fee Determination Plan	13 Pages
Attachment 9	Offeror's Reference Sheet	1 Page

52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS. (JAN 2005)

This clause is incorporated by reference. Full text may be accessed electronically at <http://www.arnet.gov/far>

ADDENDUM TO 52.212-1**COMMUNICATIONS REGARDING THIS SOLICITATION**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Sharon J. McPherson, Contract Specialist
 Phone: (202) 283-1315 (collect calls not accepted)
 Fax: (202) 283-1534
 E-Mail: sharon.mcpherson@irs.gov
 Address: Internal Revenue Service
 Office of Business Operations
 6009 Oxon Hill Road, Room 5-136 (Mail Room)
 Attn: Sharon J. McPherson, OS:A:P:B:A:A
 Oxon Hill, MD 20745

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible but no later than **May 29, 2008@ 3:30pm eastern standard time (EST)**; all questions will only be received via email. All answers will be submitted as an amendment to the solicitation. Questions the Government may have otherwise answered may not be answered if submitted too late to permit transmittal to all potential offeror's reasonably in advance of the due date.

a. GENERAL

1) The government requires a minimum proposal acceptance period of 120 days from the date specified in block 8 of the accompanying SF 1449.

2) The offeror shall submit two (2) copies each of the technical proposal and price proposal, and one (1) copy of the completed Representation and Certification (FAR 52.212-3). One (1) copy of the technical and price proposal shall be emailed and one (1) copy shall be mailed. The completed Representation and Certification shall be mailed.

3) The offerors are reminded that the acceptance criteria of a late proposal are contained in FAR Clause 52.212-1, Instructions to Offerors – Commercial Items (JAN 2005). To ensure timely receipt, offerors are encouraged to hand carry or overnight express their proposals. All packages containing proposals submitted to the Internal Revenue Service in response to this solicitation shall be addressed and conspicuously marked on the outside of the packages as follows:

Internal Revenue Service
Office of Procurement
Office of Business Operations
Attention: Sharon J. McPherson, OS:A:P:B:A:A
Constellation Centre, Room 5-136 (Mail Room)
6009 Oxon Hill Road
Oxon Hill, MD 20745
Solicitation Number: TIRNO-08-R-00011

In addition, please email a copy to: sharon.mcpherson@irs.gov

4) The offeror must submit its price in accordance with the addendum to Block 20 of the SF 1449.

5) Facsimile proposals will not be accepted..

6) Solicitation amendments will be issued via electronic posting on the IRS web page at <http://www.procurement.irs.treas.gov>, and it shall be the responsibility of the offerors to monitor this site for notification of amendments.

7) Only the required minimum amount of information is requested to provide for proper evaluation. Efforts should be made to keep offers as brief as possible, concentrating on substantive information essential for a proper evaluation. All information submitted shall be current as of the month this Request for Proposal (RFP) was issued and shall be specific and complete. Failure to comply with the instructions may result in an offer being rejected for being non-responsive.

8) A Pre-Proposal Conference will be held on **May 22, 2008 at 10:00 AM eastern standard time (EST)** in the auditorium of the Main IRS Building, 1111 Constitution Ave, NW, Washington, DC. Please arrive early at the main entrance on Constitution Avenue to get a building pass. Valid photo ID required for building access.

9) Discussions and Correspondence – All communications concerning this solicitation, including any of a technical nature, must be submitted to the Contracting Officer. Correspondence including written questions shall be sent via e-mail to sharon.mcpherson@irs.gov at least 15 calendar days before due date for receipt of proposals.

PROPOSAL INSTRUCTIONS FOR OFFERORS

To assure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Proposals must be fully responsive and consistent with (1) the requirements of the solicitation pertaining to the Performance Work Statement and (2) evaluation factors identified under the title EVALUATION PROCESS. Each proposal shall consist of four items:

Item 1 Standard Form 1449 – Complete Blocks 17a, 17b, 29,30a,30b. 30c

Item 2: Price Proposal, Block 20 SF 1449

Item 3: Representations and Certifications

Item 4: Offeror's Reference Sheet (Attachment 9)

BASIS FOR AWARD

- a. The government intends to award a contract to the (8a) offeror whose proposal offers the “best value” to the Government, price and other factors considered. The Government will employ a “trade-off” process for obtaining a best value determination. In accordance with FAR 15.101-1, this process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest price proposal.
- b. All evaluation factors other than cost when combined are significantly more important than cost or price.
- c. The Government will assign each proposal an overall adjectival evaluation rating of Outstanding, Excellent, Acceptable, Marginal or Unacceptable.

EVALUATION PROCESS

The Government will evaluate proposal in three phases to determine which proposal represent the best value to the Government.

Initial Evaluation: Proposals will be reviewed for timely submission and conformance with the solicitation requirements (including all stated terms, conditions, representations, certifications, and all other information required in Proposal Preparation Instructions.

Price Evaluation: Proposed prices will be reviewed for completeness, reasonableness, and to determine if prices reflect a clear understanding of the work to be performed.

Technical Evaluation: Proposals will be evaluated to assess each Offeror's ability to accomplish the technical requirements of this solicitation.

EVALUATION FACTORS

The evaluation factors are listed in descending order of importance

FACTOR 1: EXPERIENCE

This factor is intended to evaluate the Offeror's probability of success to perform the effort described in the Performance Work Statement, based on the Offeror's active participation on custodial contracts. The Government will use information provided by the offerors to evaluate the Offeror's experience on custodial and related services contracts that are of similar size and complexity to this requirement. "Similar size and complexity" means similar in dollar amount, type of services provided, age of building, square footage, number of customers serviced, number of offeror's employees and sub-contractors working on the contract.

FACTOR 2: PRESENT AND PAST PERFORMANCE :

This factor is intended to evaluate the Offeror's probability of success to perform the effort described in the Performance Work Statement, based on the Offeror's record of present and past performance. The offeror shall provide a reference sheet (.Offeror's Reference Sheet (Attachment 9) for three relevant contracts that are ongoing or have been completed since January 2002 for work that is of similar size and complexity of this requirement. Offerors bear sole and complete responsibility for assuring that the information is current, complete and accurate. Offerors are encouraged to follow up with references to ensure that they respond to IRS inquiries. Reference sheets are limited to **THREE PER PROPOSAL**. Additionally, each Reference Sheet is limited to **TWO PAGES**. Total submission for this item is limited to **SIX PAGES**. **ADDITIONAL REFERENCE SHEETS AND/OR PAGES WILL NOT BE READ NOR EVALUATED AND WILL BE REMOVED FROM THE PROPOSAL.**

The Offeror is responsible for ensuring that the questionnaire is completed and returned no later than the closing date of this solicitation to the individual identified below:

Internal Revenue Service
Office of Procurement

Office of Business Operations
Attention: Sharon J. McPherson, OS:A:P:B:A:A
Constellation Centre, Room 5-136 (Mail Room)
6009 Oxon Hill Road
Oxon Hill, MD 20745
-OR-
sharon.mcpherson@irs.gov

The Contracting Officer shall seek performance information on all offers based on (1) the offeror's reference sheet (Attachment 9); data independently obtained from other Government (the National Institutes of Health Contractor Performance System(CPS) at NIH; Past); Past Performance Management System (PPIMS), and other commercial sources. The Government at its discretion, will obtain and evaluate information from sources other than those provided by the offerors. The Government will evaluate quality and timeliness of services(s), effective management of the contract, safety practices, and customer satisfaction. Offerors are authorized to provide information on problems encountered on these projects/contracts and provide information on the offeror's corrective action(s). . In the case of an offeror without a record of relevant current and past performance or for whom information on current or past performance is not available, will not be evaluated favorably or unfavorably.

FACTOR 3: PRICE: Proposals will be ranked according to price, including option prices. An offeror's proposed prices will be determined by multiplying the quantities identified in Addendum to SF 1449 Block 20 by the proposed unit price for each Contract Line Item to confirm extended amounts for each. Price analysis will be conducted in accordance with FAR 15.404-1(b).

52.212-3 Offeror Representations and Certifications - Commercial Items (NOV 2007)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and 3325(d), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) *Taxpayer Identification Number (TIN).*☐ TIN: _____.☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.(4) *Type of organization.*☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ Other _____.(5) *Common parent.*☐ Offeror is not owned or controlled by a common parent;☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐is, ☐is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐is, ☐is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐is, ☐is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐is, ☐is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐is, ☐is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status,

the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying

Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

—
—
—

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

_____	_____
—	
_____	_____
—	

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted

electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

Alternate II (Oct 2000). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small B B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.